

APR 16 1970 - 9 AM

## CREDIT ALLIANCE CORPORATION

3150 DES PLAINES AVENUE

DES PLAINES, ILLINOIS 60018

INTERSTATE COMMERCE COMMISSION

## PURCHASE MONEY

— SECURITY AGREEMENT —  
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 9th day of April, 1970 by and between**Railtrack, Inc.****Credit Alliance Corporation**

corporation, Mortgagee

WITNESSETH:

1. To secure the payment of an indebtedness of Mortgagor to Mortgagee in the sum of  
**seven hundred ten thousand**  
**five hundred and no/100**

Dollars (\$ **710,500.00**), which is hereby confessed and acknowledged, with interest thereon, all according to a certain promissory note or notes of even date herewith, and also to secure the payment, performance and fulfillment of any and all other Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels and property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever.

2. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of each of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

3. The term "Mortgage Obligations" as used herein shall mean and include the indebtedness of Mortgagor to Mortgagee hereinabove specifically set forth, and also any and all other loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

4. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at **16W270 - 97th Street Hinsdale**, County of **Illinois**.

State of **Illinois**, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate.

5. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will keep the Mortgaged Property in a good state of repair, will not waste or destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee; the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee and at all times shall allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

6. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 4 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Henry L. Flattau, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the state of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

7. Except as otherwise provided herein, Mortgagor shall remain in quiet possession and enjoyment of the Mortgaged Property.

8. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under the National Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there is a change in the management of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged property at the place of sale; Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising and selling the Mortgaged Property, including attorneys' fees equal to 15% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits therof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Mortgagor (except in any jurisdiction where such action is not permitted

Given under and witness my hand and official seal the day and year in this certificate first made and written in this office.

STATE OF ILLINOIS \* \* \* \* \* COUNTY OF DUKEVILLE  
NOTARY PUBLIC duly qualified in said County and State, do hereby certify that on this  
day of July, in 19, in Place, in said County, before me personally well known  
to me personally well known  
19 Notary Public duly qualified in said County and State, do hereby certify that on this  
day of July, in 19, in Place, in said County, before me personally well known  
to me personally well known

## **KNOWLEDGMENT**

' being duly sworm, deposes and says:

**FEIDAVIT OF MORTGAGOR**

ATTTEST: *[Signature]* Secretary  
By: *[Signature]* *[Signature]*

than such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating the remaining provisions hereof.

11. All of the rights, remedies, options, privileges and elections given to Motorgagee hereunder shall entitle to the benefit of Motorgagee, any transferee holder shall entitle to the benefit of Motorgagee, any transferee, successors and assigns of the property herein described, provided, however, that the terms, conditions, promises, warranties, provisions and covenants, contained in this instrument, shall not be binding upon any transferee, unless he or she shall have executed and delivered to the property herein described, a written instrument, substantially in the form of this instrument, containing such covenants, promises, warranties, provisions and covenants as are contained in this instrument.

the right to enforce any one or more remedies available to it successively, alternately or concurrently. This Mortgagee cannot be compelled to foreclose any one or more remedies available to it successively, alternately or concurrently.

the right to enforce any one or more remedies available to it successively, alternately or concurrently. This Mortgagee cannot be compelled to foreclose any one or more of the properties mortgaged, shall be binding upon Mortgagee for the purpose of establishing the items herein set forth and shall constitute prime cause for acceleration of the mortgage.

The Board and its members shall be entitled to receive compensation for their services, except in the case of service on the Commission.

the performance of any subsequent payment shall not be deemed a default if made in accordance with the terms of this Note.

to proceed, such a failure shall be deemed a waiver of the right of Mortgagee to make immediate possession of the Mortgaged Property or to force sale of any interest he may have in the same.

amount of the Mortgagee's Disbursements shall not be deemed to exceed such amount as may be necessary to pay the entire principal amount of the Mortgage and interest thereon plus reasonable attorney's fees and expenses of collection, including the cost of advertising and publication.

Mortgage obligations become due and payable when the same become due and payable under the terms of the mortgage agreement.

Therefore, and in no event shall any of the contractual rates be more than the maximum permitted by applicable law.

as stated before or in any note or other obligation secured by the prime rate. However, in no event shall the Contract Rates exceed the maximum rates which may be charged under the laws of the state or territory where the business is transacted.

The effect on the date of first premium payment of increases or decreases in such prime rates shall be increased (or decreased) in proportion to the effective date hereof to the extent of 30 more or less.

provided for herein and in my note or other obligation hereby (all herein called "Contractual Notes") are based on the New York City banks prime money market rates as quoted by the New York City bankers' parity of exchange.

Instrument made payable to Mortgagee or its assignee, notwithstanding that any of the above-mentioned may be deceased, disabled, etc.

applicable to those of the mortgagees coming into possession of the premises owing to Mortgagor, and for such purposes, nor does the name of Mortgagor or any other name of Mortgagor appear on any such certificate.

9. Mortgagor may at any time, with or without notice prior notice or demand to Mortgagor, exercise any of the rights or remedies afforded and without

any action or proceeding based hereon or arising hereunder.

order to obtain at least one address (5 days prior to the event) by which such information may be sent. Measures and procedures to insure notification of each invitee to a trial by jury in the metropolitan area will be adopted.

writing and delivered in person to whom a copy of the notice was addressed or mailed by registered mail to such party or to its address specified herein or at such address specified herein which was last known to the party or to its agent.

**PROMISSORY NOTE**

710,500.00 Hinsdale, Illinois April 9, 1970  
(City) (State) (Date)

AFTER DATE, I/WE, OR EITHER OF US, PROMISE TO PAY TO THE ORDER OF  
Credit Alliance Corporation

3 Railtrack, Inc., Attn: Robert Underwood  
at Des Plaines, Illinois 60018 or at such other place as the holder hereof may from time to time appoint,  
the sum of Seven hundred ten thousand five hundred and no/100---- DOLLARS (\$ 710,500.00)  
payable in monthly installments as follows:

1      instalments, each in the amount of \$ 11,822.00 ; and  
59     "      "      "      "      " \$ 11,842.00 ; and  
"      "      "      "      "      " \$                ; and  
"      "      "      "      "      " \$                ; and

said successive monthly instalments shall commence on the 15th day of July, 1970, and continue on the same date of each month thereafter, until paid; with interest from the date hereof being payable on the unpaid amount at the maturity of each instalment, until maturity at the rate of \_\_\_\_\_ % per annum and after maturity at the highest legal contract rate, and if placed in the hands of an attorney for collection, a reasonable sum as attorneys' fees. Upon non-payment of any instalment or interest when due, all remaining instalments shall, at the option of the holder and without notice or demand, become immediately due and payable together with interest, collection charges and attorneys' fees. The makers, endorsers and all parties to this note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefit of valuation, appraisal and exemption laws. The holder may extend the time of payment of this note, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the holder's right of recourse against the makers, endorsers and all parties to this note, which right is hereby expressly reserved.

Co-Maker

Railtrack, Inc.

(SEAL)

By *Robert Underwood, Pres.*  
(Printed Name Here)  
(Authorized Signature)

(Witness for Maker and Co-Maker)

CA-L-10A

SCHEDULE A  
ASSETS

EQUIPMENT LOCATED AT BLESSNER AND LAKE ERIE RAILROAD, K.O. YARDS, GREENVILLE, PA.

RAMX Car No. 201: Transfer Table Car

- 1 Transfer Table - Drwg No. M3675 - RAMCO
- 2 Conveyor Drive Rollers - Drwg No. M16810 - RAMCO
- 2 Conveyor Idler Rollers - Drwg No. M16810 - RAMCO

RAMX Car No. 202: Rail Cropping Car - Housed

- 2 Burkhardt and Weber H.K.S. 630 Cold Sawing Machines.  
Serial Nos. 14388 and 14389
- 3 Conveyor Drive Rollers - Drwg M16810 - RAMCO
- 4 Conveyor Idler Rollers - Drwg M16810 - RAMCO
- 1 Rail Surge Table - Drwg No. M3691  
Electrical Components.

RAMX Car No. 203: Rail Polishing Car - Housed

- 2 Conveyor Drive Rollers Drwg M16810 - RAMCO
- 4 Conveyor Idler Rollers Drwg M16810 - RAMCO
- 1 Air Compressor, Worthington, Model M50, Radial.
- 1 Polishing Machine
- Electrical Components

RAMX Car No. 204: Railwelding Car - Housed

- 1 A. I. Railwelder - R8269
- 1 Allis Chalmers Welding Circuit Breaker - Size 6.
- 1 Torit Dust Collector, Model 24-FM
- 1 Air Compressor, Worthington, Model 200N12
- 1 Welder Water Cooler, Young Radiator, with Fan and pump
- 5 Capacitors - 480v, 1ph, 60cy. 640 K.V.A.R.
- 2 Conveyor Drive Rollers - Drwg No. M16810
- Electrical Components.

RAMX Car No. 205: Rail Stripper Car - Housed

- 1 A. I. Stripper - R-8271
- 1 Conveyor Idler Roller - Drwg M16810 RAMCO
- 1 Spring Loaded Roller - Drwg No. M3681 RAMCO
- 1 Rail Pusher - Drwg No. R4651 RAMCO
- Electrical Components

RAMX Car No. 206: Rail Headgrinder Car - Portable Housing

- 2 Conveyor Idler Rollers - Drwg No. M16810 - RAMCO
- Electrical Components

RAMX Car No. 207: Rail Inspection Car - Portable Housing

- 1 Sonoflux Testing Machine, Type A-30, Sperry Product
- 1 Finlay Rail Press, Model V300/R100, Serial No. 1250
- 2 Conveyor Idler Rollers - Drwg 16810 - RAMCO
- 3 Rail Pushers - Drwg 4651 - RAMCO
- Electrical Components

- 5 Transition Rollers, Drwg No. R1661 RAMCO
- 3 Pullback Conveyors, Drwg No. M-2681 - RAMCO
- 1 Ford Pick-up F100S, Serial No. F103LC7704
- 1 Travel Master House Trailer, Serial No. T5533235
- 1 Saw Sharpener, Wagener Model L.T., Serial No. 37821

EQUIPMENT LOCATED AT PENN CENTRAL RAILROAD, TUGONIA YARDS, HARRISBURG, PA.

- 1 A. I. Railwelder - R8373
- 1 A. I. Stripper - R-8375
- 1 Ideal Motor-Generator Set, mounted on common base.
  - Primary: Motor Type S.M., 700 H.P., 1.0 P.F., 3 Phase, 60 Cy., 2400/4160v-1200 R.P.M.
  - Secondary: Ideal Type S.A.B., 1200 K.V.A. - 600 K.W. - 50% P.F. 1200 R.P.M. - 1 Phase, 60 cy., 480 volt.
- Complete with generator control panel and motor starter unit.
- 1 Air Compressor - Worthington - 20 H.P., Model 20-BN12 complete with controls.
- 1 Air Compressor - Worthington - 50 H.P., Model M50 Radial, complete with controls.
- 3 Transformers - 250 K.V.A., single phase - Primary voltage 12470 volts Secondary voltage 2400/4160.
- 1 High Voltage Line Switch - 600 Amp.
- 1 Rail Polishing Machine --- RAMCO design.
- 1 Dust Collector - Torit - Model No. 24-FM.
- 1 Welder Circuit Breaker - Allis Chalmers - Size 6.
- 2 Air tanks - 120 Gal. - Horizontal.
- 1 Welder water cooler and tank - Young Radiator complete with fan and pump.
- 5 Conveyor Drive Rollers - Drwg M16810 - RAMCO
- 4 Transition Rollers Assemblies R1661.
- 4 Pushers - Drwg No. R4651 - RAMCO
- 1 Sanoflux Machine - Sperry Product - Type A-30
- 1 1969 Ford Pickup - Serial No. F1OYCE 26910

EQUIPMENT LOCATED AT THE GREAT NORTHERN RAILWAY CO. TRACKS AT SPOKANE, WASH.

RAMX Car No. 101 - Transfer Table Car.

- 1 Transfer Table - Drwg No. M3675 - RAMCO
- 2 Conveyor Drive Rollers - Drwg M-16810 - RAMCO
- 2 Conveyor Idler Rollers - Drwg M-16810 - RAMCO

RAMX Car No. 102- Rail Cropping Car - Housed

- 2 Burkhardt and Weber H.K.S. 630 Cold Sawing Machines  
Serial Nos. 14379 and 14380
- 3 Conveyor Drive Rollers - Drwg M-16810 - RAMCO
- 4 Conveyor Idler Rollers - Drwg M-16810 - RAMCO
- 1 Rail Surge Table - Drwg No. M-26811  
Electrical Components

RAMX Car No. 103 - Rail Polishing Car - Housed

- 2 Conveyor Drive Rollers - Drwg No. M-16810
- 4 Conveyor Idler Rollers - Drwg No. M-16810
- 1 Air Compressor - Model M-50 Radial, Worthington
- 1 Polishing Machine
- Electrical Components

RAMX Car No. 104 - Railwelding Car-Housed

- 1 A. I. Railwelder - R-7997
- 1 Allis Chalmers Welding Circuit Breaker - Size 6
- 1 Torit Dust Collector, Model 24-FM
- 1 Air Compressor - Worthington - Model 20-BN12
- 1 Welder Water Cooler, Young Radiator, with fan and pump
- 5 Capacitor - 480 V, 1 ph, 60 cy., 640 K.V.A.R.
- 2 Conveyor Drive Rollers Drwg No. M-16810
- Electrical Components

RAMX Car No. 105 - Rail Stripper Car - Housed

- 1 A. I. Rail Stripper - R7999
- 1 Conveyor Idler Roller - Drwg No. M-16810 RAMCO
- 1 Rail Pusher - Drwg No. R-4651 - RAMCO
- Electrical Components
- 1 Spring Loaded Roller - Drwg No. M3681 - RAMCO

RAMX Car No. 106 - Rail Headgrinder Car - Portable Housing

- 1 Saw Sharpener - Noble and Lund, Model S.E.
- 2 Conveyor Idler Rollers - Drwg No. M-16810 - RAMCO
- Electrical Components

RAMX Car No. 107 - Rail Inspection Car - Portable Housing

- 1 Sonoflux Machine, Type A-30, Sperry Product
- 1 Finlay Rail Press, Model V300/R100, Serial No. 1247
- 2 Conveyor Rollers - Drwg No. M-16810 - RAMCO
- 3 Rail Pushers - Drwg No. R-4651 - RAMCO
- Electrical Components

- 1 1967 Chevrolet,  $\frac{1}{2}$  Ton Pick-up, Serial No. CE147B118310
- 5 Transition Rollers, Drwg. No. R1661. RAMCO
- 3 Pullback Conveyors - Drwg. No. M-2681 - RAMCO

EQUIPMENT LOCATED AT PENN CENTRAL RAILROAD  
YARDS, 501 NEIL AVE., COLUMBUS, OHIO

- Rail Pushers, Drwg No. P-3671 - 50 H.P. - RAMCO
- Rail Pushers, Drwg No. R-4651 - RAMCO
- Rail Transport Conveyors Drwg No. 11661A - RAMCO
- 1966 Chevrolet Station Wagon, Serial No. SW1565225829

EQUIPMENT IN POWER CAR - RAIL NO. 9460 IN TRANSIT FROM  
LEHMONT, ILL., TO ABOVE COLUMBUS, OHIO LOCATION

- 1 Waukash Diesel Motor Model L5790DV, Serial No. 141753, 990 H.P., 1200 R.P.M.  
V-12, Air Starting
- 1 Ideal Generator, 1200 K.V.A., 600 K.W., single PH., 480 V. 1200 R.P.M.,  
Serial No. 263761, Complete with control panel.
- 1 Caterpillar Diesel Electric Set, D343TA - 250 K.W., 480 V.  
3 PH. Complete with control panel. Serial No. 6264731

EQUIPMENT LOCATED AT BOSTON PLANT, TENEAN AND REDFIELD STREETS, NEPONSET, MASS.

Rail Pushers  
Grinding Equipment  
Rollers and Conveyors  
Gas Welder  
Sonoflux Equipment  
Hand Grinders  
Weld Straightner  
Welded Rail Stockpile  
Electrical Equipment  
Welding Tips

EQUIPMENT LOCATED AT RAILROAD MAINTENANCE CO.  
416 ZEREGA AVENUE, BRONX, NEW YORK

Welder -- R-3460  
Stripper - R-8462

The above Schedule "A" is attached to and becomes part of Purchase Money Chattel  
Mortgage dated March 26, 1970 between the undersigned.

MORTGAGEE:

CREDIT ALLIANCE CORPORATION

By Walford V.P.

MORTGAGOR:

RAILTRACKS, INC.

By Carl Klemmow Dre.